The ultimate criteria are to be found in the purposes of the act. \*\*\*
The statutory coverage is not limited to those (whose work activities satisfy the common law "control" test) but rather to those who, as a matter of economic reality, are dependent upon the business to which they render service.

The evidence clearly reflected that Mr. Abdul-Haqq's / A & A's ability to obtain clients was solely through Arise.

#### RESPONDENT'S AFFIRMATIVE DEFENSES

Either for the reasons set forth above, or because no evidence was presented at the Final Hearing to support same, or the defense was mooted between filing and the Final Hearing, the Respondent has failed to prove its affirmative defenses numbered and named as follows: 1) Failure to State a Cause of Action, 2) Failure to State a Cause of Action for Damages, 3) No Collective/Class/Representative Action, 4) Accord and Satisfaction; Payment, 5) Release, 6) Unclean Hands/In Pari Delicto, 7) Knowing Submission/Consent, 8) Failure to Join an Indispensible Party, 9) IB's Independent Contractor Status, 10) No Respondeat Superior Liability, 11) Not Joint Employer, 12) Breach of Contract, 13) Conduct Reasonable And In Good Faith/Not Willful, 14) Waiver, Discharge and Abandonment, 15) Estoppel, 16) Setoff and Recoupment, 17) Collateral Estoppel, 18) No Punitive or Liquidated Damages, 19) Adequate Remedy at Law, 20) Attorneys' Fees, and 21) Operative Arbitration Rules.

#### RESPONDENT'S COUNTERCLAIM FOR UNJUST ENRICHMENT

Respondent alleges that it:

"reasonably, in good faith, and to its own detriment relied upon the representations and promises that Claimant would provide services as an employee of A & A, and there would be no employment relationship between Arise and Claimant. Arise so relied in structuring its business relationships, in forming and executing its business plan, in planning for, preparing, and paying its taxes, and in making withholdings and otherwise. Claimant knowingly and purposefully induced Arise to rely upon A & A's promises in this

regard (made by Claimant as A & A's agent and "President"), with the intention that Arise so rely."

The evidence presented at Final Hearing reflects that in fact, Arise required Claimant to work through an independent business organization. As evidenced through both testimony at the Final Hearing and repeated in Arise's post-hearing brief,

"From the moment an individual chooses to access Arise's website to pursue an Arise project, the business-to-business nature of the relationship is made exceedingly clear. (Tr.533:3-14) To the extent individuals want to provide call center services to large companies by way of leveraging Arise's infrastructure, individuals have the option of *either* (i) working for an existing third-party vendor in the Arise network, or (ii) running one's own third-party vendor and contracting with Arise to provide such services. (Tr. 426:25-427:6.)

The evidence makes clear that it wasn't Arise relying on promises offered by either Mr. Abdul-Haqq or A & A; the fact is that Arise dictated the terms of the parties' relationship, both in the written contracts and the manner in which they operated with each other. Certainly Mr. Abdul-Haqq was an adult who knowingly and intentionally agreed and executed the contracts. Arise was not, however, an innocent party being led down the garden path. Arise's insistence on execution of its own business model precludes it from now seeking the equitable remedy of an unjust enrichment claim.

Accordingly, Respondent has not proven its Counterclaim for Unjust Enrichment.

## RESPONDENT'S COUNTERCLAIM FOR DECLARATORY JUDGMENT

Respondent has not proven its Counterclaim for Declaratory Judgment.

#### RESPONDENT'S CROSS-CLAIM FOR INDEMNIFICATION

Respondent's claim for indemnification alleges that:

"Claimant caused A & A to breach its contract with Arise, to which Arise which is an intended third-party beneficiary, by claiming retroactively that he was an employee of Arise. A & A also breached its agreements and representations to Arise."

As reflected above in the Ferreira v. Network Express, Inc., 2007 WL 8097539 (M.D. Fla.) case cited by Respondent, the following quote taken from Rutherford Food Corp. v. McComb, 331 U.S. 722, 67 S.Ct. 1473, 91 L.Ed. 1772 (1947) appears:

The labels given to the arrangement by the parties involved are not determinative, and "employee status" has been held to be unwaivable. See, e.g., id. at 729.

As Respondent points out at the commencement of its Post-Hearing Brief, Claimant testified that he did not believe himself an employee of Arise and never claimed to be an employee of Arise. As cited above however, employee status is unwaivable. Legal recognition of same through this arbitration is not equal to a breach of contract. Therefore, Respondent cannot seek indemnification on the basis that Claimant breached the contract. Accordingly, Respondent has not proven its Cross-Claim for Indemnification.

### RESPONDENT'S CROSS-CLAIM FOR DECLARATORY JUDGMENT

Respondent alleges that A & A has materially breached the MSA. For the reasons set forth above, the Undersigned does not equate a finding that Mr. Abdul-Haqq was an employee of Arise with a breach of contract. I do not find that A & A has materially breached the MSA. Accordingly, the Respondent has not proven its Cross-Claim for Declaratory Judgment.

#### AFFIRMATIVE DEFENSES TO THE COUNTERCLAIM AND CROSS-CLAIM

As Respondent has not prevailed upon its Counterclaim or Cross-Claim, the affirmative defenses to same need not be addressed.

#### **DAMAGES**

I find that Mr. Abdul-Haqq was an employee of Arise from the time he completed the Arise online profile, passed the Arise voice assessment and the Arise background check. No evidence was introduced that the training and certification which Mr. Abdul-Haqq took over a few months time was similar to that which would be given in vocational school. Without the training and certification, Mr. Abdul-Haqq could not do the work for Arise's clients. Therefore, the training did benefit Respondent. Similarly, without the \$1000.00 of equipment, Claimant could not do the work required for Arise's clients. Respondent argues that Claimant did not need two monitors. The testimony regarding the need to have multiple programs open at once when answering customer questions together with the need to satisfy the obligation to limit average times per call suggests that two monitors was not a luxury. Respondent also argues that its Exhibit 63 reflects Claimant only incurring expenses of \$157.98. The testimony at Final Hearing from both Claimant and Mr. Latif. reflected that Mr. Latif advanced monies for the Claimant, which monies were fully reimbursed by Mr. Abdul-Haqq.

Accordingly, I find that Claimant is entitled to the \$1,335.00 in equipment and training costs plus the \$5,191.00 in minimum wages for the time spent in training and certification, for a total of \$6,526.00. No evidence or argument was presented to counter the statutory entitlement to liquidation. Accordingly, I find and award the total sum of \$13,052.00 in favor of Ayub Abdul-Haqq and against Arise Virtual Solutions, Inc.

#### CONCLUSION

As the Claimant prevailed in his claim and against the counterclaim and Respondent has failed to prove its cross-claim, the Claimant is the prevailing party in this matter. As the Fair Labor Standards Act provides for prevailing plaintiff attorney's fees, a telephone conference will be scheduled by AAA within

#### Case No. 32-160-00496-13

two weeks of this Interim Award to discuss the filings to be submitted regarding reasonable attorney's fees and costs.

This Interim Award resolves all issues raised in the Claimant's Demand, Respondent's Answer, Affirmative Defenses, Counterclaim and Cross-Claim, the Claimant's Answer and Affirmative Defenses to the Counterclaim and Cross-Claim.

All prior orders, to the extent not inconsistent with this Interim Award, or superseded by prior order, are hereby ratified, confirmed and made part of this Interim Award.

DONE AND ORDERED this 15th day of April, 2015.

KAREN EVANS, ESQUIRE

Arbitrator

## **RESPONDENT'S EXHIBITS**

## **BEFORE THE**

## NATIONAL LABOR RELATIONS BOARD

			<del>-</del> -
In the Matt	ter of:	Case No.:	12-CA-144223
ARISE VI	RTUAL SOLUTIONS, INC.,		
and	Respondent,		
MATTHE	W RICE, an Individual,		
	Charging Party.		
Place: Date:	Miami, FL May 2-3, 2016		
	OFFICIAL REP		_

Free State Reporting, Inc. 1378 Cape St. Claire Road Annapolis, MD 21409 (410) 974-0947

## STATEMENT OF WORK TO THE MASTER SERVICES AGREEMENT WALT DISNEY PARKS AND RESORTS, LLC ("Client")/ DISNEY WEB SUPPORT CHAT

This Statement of Work ("SOW") is a legal agreement dated January 16, 2014 (the "Effective Date") between Certified Client Solutions, LLC ("Company") and Arise Virtual Solutions Inc. ("Arise"). Collectively, Arise and Company shall be referred to as the "parties" and individually as a "party". If this SOW conflicts with the terms and conditions of the Agreement (as defined below), the terms and conditions of this SOW shall control.

WHEREAS, the parties have previously entered in to a Master Services Agreement (the "Agreement") pursuant to which Company agreed to provide certain services to Arise; and

WHEREAS, Arise desires to engage Company pursuant to this SOW to provide certain services, and Company desires to accept such engagement; and

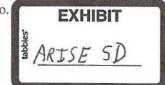
WHEREAS, the parties agree that this SOW shall be deemed to be governed by and incorporated by reference into the Agreement as of the Effective Date;

**NOW THEREFORE**, in consideration of the foregoing and the mutual promises and covenants set forth herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, the parties agree as follows:

#### 1. DEFINITIONS

- 1.1 Capitalized terms used in this SOW shall have the meanings set forth in Agreement unless otherwise specifically defined in this SOW.
- 1.2 The term "Client Support Professional" or "CSP" is an individual who is employed by or otherwise engaged by Company and certified by Arise to provide services from remote locations on various Client programs. A "Client Support Professional" may be referred to as a "CyberAgent", "Arise Certified Professional" or "ACP" in the Agreement.
- 1.3 The term "Designated CSP" shall mean a Client Support Professional employed by or otherwise engaged by Company who has successfully completed a Client Certification Course and is identified by Company as a Designated CSP in the Program Specific Attachment to provide services under this SOW.
  - 1.4 The term "Program" is defined in the Program Specific Appendix attached hereto.
  - 1.5 The term "Term" is defined in Section 11.1 hereof.

#### 2. DESCRIPTION OF SERVICES



- 2.1 Company shall provide the services (the "Services") described in the Program Specific Appendix attached hereto and incorporated by reference into this SOW. Company shall perform the Services in a manner consistent with generally accepted industry standards and specifically in accordance with this SOW. Company agrees that time is of the essence in the performance of the Services, and that it has adequate personnel and other resources to perform the Services as provided herein.
- 2.2 Company will at all times perform the Services hereunder in compliance with all applicable federal, state and local laws, rules, regulations and ordinances including, but not limited to the following laws: (a) the Telemarketing Consumer Fraud and Abuse Prevention Act of 1994, 15 USC §§6101-6108; (b) the Federal Trade Commission's Telemarketing Sales Rule, 16 CFR Part 310 (2003); (c) the Telephone Consumer Protection Act of 1991 (the "TCPA"), 47 USC §227, and the Federal Communications Commission rules implementing the TCPA (47 CFR §64.1200); (d) any and all obligations arising out of or relating to the federal Do-Not-Call Registry as well as any state-maintained do-not-call registries; (e) the federal CAN-SPAM Act of 2003 and the FTC and FCC rules implementing the CAN-SPAM Act (including without limitation the FCC's rules governing mobile service commercial messages); and (f) the federal Children's Online Privacy Protection Act.

- 2.3 Company may delegate or subcontract any of Company's obligations under this SOW unless the location where the subcontractor or the services that it provides would be outside of the United States (for the avoidance of doubt, a Designated CSP may be a subcontractor). Arise shall have the right during the Term of this SOW to request the removal from working under this SOW of any subcontractor if the subcontractor's performance is materially deficient, or there have been material misrepresentations by or on behalf of the subcontractor. With respect to any obligations of Company under this SOW performed by subcontractors, Company shall remain responsible for those obligations to the same extent Company would be responsible for its own performance. Company will cause the subcontractors to comply with and adhere to the terms of this SOW as necessary for Company to remain in compliance with its obligations under this SOW and the Agreement. Company will not disclose to any subcontractor any of Arise's or its client's Confidential Information unless and until that subcontractor has agreed in writing to protect the confidentiality thereof and Company shall be liable for any breach of Confidential Information by or caused by subcontractors. Company will provide documentation evidencing such written agreements to Arise. Company acknowledges and agrees that Arise and its clients are third party beneficiaries of such written agreement and a breach of the terms of such agreement shall be deemed a breach of this SOW and the Agreement, entitling Arise to terminate this SOW and the Agreement.
- **2.4** Company shall ensure that it provides Arise with its most recent contact information. All contact information of its designated CSPs provided to Arise must be accurate and up-to-date.
- **2.5** Arise and Company acknowledge that the Services to be provided by Company are contemplated to be temporary and nonpermanent in nature.
- 2.6 Nothing in this SOW shall be construed to constitute any party hereto, or its employees, agents or subcontractors, as the partner, employee or agent of any other party hereto, nor shall any party have the authority to bind another in any respect, it being intended that each shall remain an independent contractor responsible only for its own actions. Each party shall pay all expenses whatsoever of its offices and activities and be responsible for the acts and expenses of its employees, subcontractors and agents (including any Designated CSPs) incurred in connection with this SOW. The employees, subcontractors or agents of the Company are not employees of Arise or its clients and Arise does not exercise upon Company any supervision or direction. Company is solely responsible to compensate and provide any benefits that may be required by any federal or state law or regulation (including but not limited to workers' compensation and unemployment insurance) to any employee, agent or subcontractor.

#### 3. DESIGNATED CLIENT SUPPORT PROFESSIONAL

- 3.1 Company designates the Client Support Professional named in the Program Specific Appendix as the Designated CSP to provide the Services on its behalf.
- 3.2 Arise reserves the right to review and conduct background checks on any Designated CSP at any time during the Term of this SOW. If a Designated CSP fails a background check, Company must immediately remove such Designated CSP from providing Services under this SOW and Arise may revoke or suspend such Designated CSP's certifications.

#### 4. CERTIFICATION REQUIREMENTS

- 4.1 Company shall ensure that the Designated CSP has taken and passed CSP 101 and the applicable Client Program Certification Course (the "Client Course"). As a general condition for maintaining any certification, Company shall ensure that each Designated CSP meets all continuing certification requirements, to include the successful completion of any additional Client Program certification courses required for the purpose of updating knowledge related to any certification held by the Designated CSP.
- 4.2 The parties agree that Company's failure to ensure that Designated CSPs maintain Client certifications in good standing may result in the suspension or revocation of such certification or the termination of this SOW or both.

#### 5. SERVICE INTERVALS

Arise shall electronically post time for servicing projects in half hour intervals on its proprietary scheduling system, StarMatic® ("Service Intervals"). Company shall, at its sole and absolute discretion, select and accept the specific Service Intervals during which its Designated CSP will provide the Services ("Accepted Intervals"). Once Company selects the Service Intervals, Company shall cause the Designated CSP to be available and provide the Services during the Accepted Interval(s). Arise reserves the right to remove, at its sole discretion, Accepted Intervals that become unnecessary due to a decrease in call volume of Client.

#### 6. SERVICE REQUIREMENTS

- 6.1 Company shall meet the Performance Requirements and the Service Level Requirements set forth in the Program Specific Appendix while providing the Services (collectively, the "Requirements"). Company will develop, manage and track the performance of each Designated CSP. It is expected that each Designated CSP will perform at a sufficient level to enable Company to meet its obligations under this SOW.
- 6.2 Company's failure to meet one or more of the Requirements shall be deemed a breach of this SOW. In addition to other remedies provided herein, upon such failure, Arise may revoke or suspend the applicable certifications held by the Designated CSP.
- 6.3 In the event Company fails to meet any Requirement and Company can demonstrate to Arise's reasonable satisfaction that such failure was directly caused by a) Arise, or b) third parties (hired or contracted) to provide system applications or system application services to or for Arise (a and b collectively referred to as an "Arise Provider") including without limitation acts or omissions of an Arise Provider, Arise will waive Company's obligation to meet such Requirement under this SOW.
- 6.4 Arise reserves the right to waive or modify the Requirements at any time upon reasonable prior written notice to Company.
- 6.5 Company shall ensure that the Services are provided in accordance with the Client's policies and procedures. In addition to other remedies, Arise reserves the right to seek indemnification from Company in accordance with the terms of the Agreement for any losses, costs, and expenses incurred by Arise as a result of the failure to properly perform the Services.
  - **6.6** Company will comply with the Vendor Code of Conduct while providing the Services.

#### 6.A FRAUD AND UNPROFESSIONAL BUSINESS PRACTICES.

- **6.A.1** Company shall take reasonably necessary steps to ensure its employees and subcontractors are not involved in fraudulent or other unprofessional business practices while providing the Services hereunder. Unprofessional business practices shall include, but are not limited to, use of vulgar, offensive, or abusive language; retaining, collecting, and/or using a customer's personal information for reasons other than the provision of Services hereunder; making any statements that misrepresent or mislead the customer concerning the Client's products, pricing or promotions; system abuse call avoidance; and making disparaging remarks about the Client, its products, its customers or Arise.
- **6.A.2** Company shall be responsible for damages caused by unprofessional business practices and each fraudulent incident either (i) committed by the Designated CSP providing Services hereunder; or (ii) facilitated by the failure of the Designated CSP to follow applicable policies and procedures of Arise or Client.
- **6.A.3** For the avoidance of doubt, the aforementioned is not intended to limit Arise's rights against Company, including termination and all other remedies at law or in equity, or both, which Arise may have against Company relating to the alleged fraud or unprofessional business practices.
- **6.A.4** Arise, at its reasonable discretion, may inactivate access codes for Arise or Client information systems if it suspects or has reason to believe the Company or its Designated CSPs are engaging in or may engage

in fraudulent or unprofessional business practices.

#### 7. ARISE SUPPORT SERVICES

- 7.1 Arise shall provide the following support services to Company:
  - (i) technical support relating to the Software;
  - (ii) the services of performance enhancement facilitators as requested by Company for its Designated CSPs; and
  - (iii) invoice support services

(collectively the "Arise Support Services").

- 7.2 As part of the Arise Support Services, Arise shall provide Company with information concerning the Company's status in meeting the Requirements. Unless otherwise agreed, Arise shall provide such updates to both the Company and the Designated CSP.
- 7.3 Company shall pay a fee of \$19.75 to Arise on a semi-monthly basis for the Arise Support Services and any applicable telephony or other third party licenses required for the Services.

#### 8. SERVICE REVENUE

- **8.1** Company shall invoice Arise and Arise shall pay for Services on a semi-monthly basis (the "Invoice Periods") at the rate set forth in the Program Specific Appendix hereto (the "Service Revenue"). The Invoice Periods shall be the 1<sup>st</sup> to the 15<sup>th</sup> of each month and the 16<sup>th</sup> to the end of the month.
- **8.2** Notwithstanding anything to the contrary, Company shall not be entitled to payment for intervals serviced during which any of the following occur:
  - (a) Any calls handled that were not within an Accepted Interval unless otherwise agreed by the parties.
  - (b) Time spent in an "on-break status" as captured by Arise's systems.
  - (c) Time spent in "no-answer status" as captured by Arise's systems.
  - (d) As otherwise defined the Program Specific Appendix.
- **8.3** Company shall not be entitled to payment for Accepted Intervals serviced in which fraud is suspected or committed or during which the Company or the Designated CSP engaged in other unprofessional business practices.

#### 9. REPRESENTATIONS AND WARRANTIES

9.1 In addition to any specific representations, warranties and covenants contained elsewhere herein, each party represents, warrants and covenants to the other that: (a) it is a legal entity duly organized, validly existing and in good standing under the laws of the state of its formation; (b) it has all requisite corporate power and authority to execute, deliver and perform its obligations hereunder; (c) it is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the ownership or leasing of its assets or the transaction of business of the character transacted by it, except when the failure to be so licensed, authorized or qualified would not have a material adverse effect on its ability to fulfill its obligations hereunder; and (d) this SOW constitutes the valid and binding obligation of the party, enforceable against such party in accordance with its terms, except as such enforceability

may be subject to the effects of bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting the rights of creditors and general principles of equity.

- 9.2 Company hereby represents and warrants to Arise as follows, which representations and warranties are a material inducement to Arise to enter into this SOW with Company.
  - (a) Every Designated CSP (1) is authorized to work in the United States, (2) will provide Services from the United States, (3) has passed all background check requirements, and (4) is not subject to any Federal Watch list.
  - (b) The Company will provide the Services from the United States.
  - (c) The Designated CSP has successfully completed the Client Course.
  - (d) Company is engaged in an independent business and, except as specifically provided herein, shall perform all obligations under this SOW as an independent contractor;
  - (e) Company personnel performing Services, including any Designated CSPs, shall be considered solely the employees or subcontractors of Company and not employees of Arise or Client;
  - (f) Company has and retains the right to exercise full control of and supervision over the performance of the Services and full control over the employment, direction, assignment, compensation, and discharge of all its personnel and subcontractors performing the Services;
  - (g) Company is solely responsible for all matters relating to compensation and benefits for all of Company personnel and subcontractors who perform Services. This responsibility includes (i) timely payment of compensation and benefits, including, but not limited to, overtime pay, medical, dental, and any other benefit, and (ii) all matters relating to compliance with all employer obligations to withhold employee taxes, pay employee and employer taxes, and file payroll tax returns and information returns under local, state and federal income tax laws, unemployment compensation insurance and state disability insurance tax laws, social security and Medicare tax laws, and all other payroll tax laws or similar laws with respect to all Company personnel providing Services.
- 9.3 Each party shall indemnify, hold harmless and defend the other party from all Liabilities related to such party's breach of the provisions of this Section 9 in accordance with the indemnity provisions of the Agreement.

#### 10. REVIEW MEETINGS

- 10.1 Company will conduct periodic account review meetings with Arise via conference call or otherwise as mutually agreed.
- 10.2 If Company is not meeting the Requirements contained in this SOW, at Arise's request, Company shall provide Arise with a plan that Company shall use to improve its performance and results such that all Requirements contained in this SOW are met. The plan may include timelines, action steps that Company is taking, tracking of status, results achieved, and such other information as Arise may reasonably request.

#### 11. TERM AND TERMINATION

- 11.1 This SOW shall commence on the Effective Date and shall continue until the Expiration Date (as defined below) or until terminated as set forth below (the "Term").
  - 11.2 This SOW shall expire on April 30, 2014 ("Expiration Date").

- 11.3 This SOW may be terminated prior to the Expiration Date by either party at any time, with or without prior notice, for any of the following reasons:
  - (a) A breach by the non-terminating party of any provision of the Agreement or this SOW, including failure by Company to meet the Requirements as set forth in the Program Specific Appendix.
  - (b) If a party becomes the subject of a voluntary or involuntary bankruptcy, insolvency, reorganization or liquidation proceeding; makes an assignment for the benefit of creditors; admits in writing its inability to pay its debts when due.
  - (c) Fraud or unprofessional business practices by a party, its employees, subcontractors or agents, including but not limited to illegal or dishonest business conduct. This SOW is subject to suspension by Arise, in its sole discretion, while alleged fraud or other unprofessional business practices of the Company or the Designated CSP are investigated.
  - (d) Upon the expiration or termination of the service agreement between Arise and the Client, or the expiration or termination of the statement of work entered between Arise and the Client relating to the Program.

#### 12. PERSONALLY IDENTIFIABLE INFORMATION

- 12.1 In providing the Services, Company may have access to and/or use personally identifiable information relating to Arise employees, subcontractors, clients, such client's customers and others ("PII"). Company understands and agrees that any and all PII is Arise's proprietary and Confidential Information. Except as provided herein or in the Agreement, Company agrees that no such PII will be collected or stored by Company unless authorized by Arise. Company will only use such PII for the sole and exclusive purpose of fulfilling its obligations under this and may not use or permit the use of such PII for any other purpose whatsoever. PII will include, but will not be limited to: names, addresses, telephone numbers and e-mail addresses. Except as required by law, Company will not provide any PII to any third party for any purpose, without the prior written consent of Arise in each instance, which consent may be withheld arbitrarily.
- 12.2 Company will remain in compliance with all applicable federal, state and other applicable statutes, regulations, ordinances, and orders with respect to privacy and data security relative to PII and will implement and, at all times during the Term, maintain an effective information security program to protect PII, which program includes administrative, technical, and physical safeguards sufficient to: (a) ensure the security and confidentiality of PII; (b) protect against any reasonably anticipated threats or hazards to the security or integrity of such PII; and (c) protect against unauthorized access to or use of PII that could result in harm or inconvenience to Arise or any of its users, customers or vendors. In the event that Company is in material breach of this Section, it will immediately advise Arise and take steps to remedy such breach including, but not limited to, protecting Arise and its clients, customers and vendors against the consequences of any disclosure or use of PII in violation of this SOW.
- 12.3 Arise reserves the right to terminate this SOW immediately upon written notice to Company should a material breach of this Section occur and to pursue any and all remedies available to Arise, whether under this SOW, at law, or in equity. Notwithstanding anything to the contrary in this Agreement and in addition to Arise's rights herein, Company will also immediately indemnify Arise and Arise's affiliates from and against any costs (including without limitation any costs incurred by any of the foregoing entities in order to comply with federal and/or state security breach notification laws), claims, losses, demands, actions, allegations or liabilities, including reasonable attorneys' fees and costs of investigation, incurred by any of the foregoing as a result of an unauthorized disclosure of any PII.

#### 13. ARBITRATION OF CLAIMS; CLASS ACTION WAIVER

13.1 Arise and Vendor (for purposes of this Section 13 only, "Vendor" also includes "Vendor Personnel") hereby agree to resolve any and all disputes or claims they may have against the other, or against any

Arise Client, by final and binding arbitration pursuant to the then-current rules established by the American Arbitration Association (the "AAA"). The AAA's rules are available for review at <a href="www.adr.org">www.adr.org</a>. The nature of the claims asserted shall determine which body of AAA rules will apply. In the event that there is a dispute regarding which AAA rules apply, the AAA shall decide that issue; provided, however, that consistent with Section 13.4 in no event shall the AAA's Supplementary Rules for Class Arbitration (or any analogue thereto) apply. Arise and Vendor agree that the arbitration shall be conducted by a single arbitrator in the AAA office nearest Vendor (or such other location as is mutually agreed to by the parties), and therefore waive any objections or claims they might otherwise be able to rightfully assert based upon the inconvenience of the forum or improper jurisdiction. Unless otherwise mutually agreed, the arbitrator shall be a practicing attorney with at least 15 years of experience as an attorney and at least five years of experience as an arbitrator. In the event of a conflict between the terms of this Section 13 and the applicable arbitration rules, the terms of this Section 13 shall control.

- 13.2 All parties to this agreement expressly agree that the Federal Arbitration Act governs the enforceability of any and all of the arbitration provisions of this agreement and that judgment upon the award rendered by the arbitrator may be entered by any court of competent jurisdiction. Questions of arbitrability (that is, whether an issue is subject to arbitration under this agreement) shall be decided by the arbitrator. Procedural questions arising out of the dispute and bearing on its final disposition are also matters for the arbitrator to decide. Claims must be filed within the time set by the applicable statute(s) of limitations.
- 13.3 Either party may apply for injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved, pursuant to the Optional Rules for Emergency Measures of Protection of the AAA. Those Optional Rules are available for review at <a href="https://www.adr.org">www.adr.org</a>. Either party also may, without waiving any remedy under this agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the property rights of that party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).
- 13.4 CLASS ACTION WAIVER. By signing this agreement, all parties waive their right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid action in any court against one or more other parties to this agreement or against any Arise Client. Further, the parties waive any right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid action claim in arbitration or any other forum against one or more parties to this agreement or against any Client. The parties agree that any claim by or against any other party to this agreement or against any Client shall be heard in arbitration without consolidation of such claim with any other person or entity's claim. All parties agree that this agreement does not limit any party's right to initiate an action in court challenging the enforceability of the group, representative, class, collective, and hybrid action waiver set forth herein. If Vendor chooses to exercise that right, Arise will not retaliate against Vendor for doing so. Arise does, however, reserve the right to oppose any such challenge to enforcement of this agreement. The parties further agree that nothing in Section 13 of this agreement precludes Vendor from participating in proceedings to adjudicate unfair labor practice charges before the National Labor Relations Board, including without limitation charges addressing the enforcement of the group, representative, class, collective, and hybrid action waiver set forth herein. Arise does, however, reserve the right to oppose any such charge, including by establishing in any such proceeding that Vendor is or was not Arise's "employee" within the meaning of the National Labor Relations Act and therefore is or was not covered by said Act.
- 13.5 Either party's failure to comply with the terms set forth in this Section 13 will be deemed a material breach of this agreement.
- 13.6 If any part of this Section 13, other than the waivers pursuant to Section 13.4 of the right to commence, to become a party to, or to remain a participant in, any group, representative, class, collective, or hybrid action in court, arbitration or any other forum, and of the right to consolidate claims in arbitration, is deemed or found to be unenforceable for any reason, the remaining provisions of this Section 13 shall be severable and remain enforceable. If the waiver of rights pursuant to Section 13.4 is deemed or found to be unenforceable for any reason in a case in which class action or similar allegations have been made, the entirety of this Section 13 shall be unenforceable and the parties' dispute shall be adjudicated in court.

13.7 Vendor acknowledges and expressly agrees that all Clients are intended third party beneficiaries of the provisions of this section, and the rights and remedies hereunder, and any of them jointly or severally shall have the right to enforce the provisions in this Section 13.

#### 14. NOTICE

Any notice that is required to be provided by the parties herein may be provided by e-mail, in addition to the notice procedures set forth in the Agreement.

#### 15. APPENDICES

The following documents are attached hereto and incorporated herein by reference:

- 15.1 Program Specific Appendix
- 15.2 Vendor Code of Conduct Appendix

#### 16. INSURANCE

Company will secure and maintain at its sole cost and expense, during the Term and for one year thereafter, all reasonable and necessary insurance coverages.

#### 17. SIGNATURES; COUNTERPARTS

Electronic signatures and original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., .pdf or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. This SOW may be executed in multiple counterparts, each of which shall be deemed to constitute an original but all of which together shall constitute only one document.

#### 18. WAIVER

The failure of any party at any time to enforce any of the provisions of this SOW shall not be deemed or construed to be a waiver of any such provision, nor in any way to affect the validity of this SOW or any provisions hereof or the right of any party hereto to thereafter enforce each and every provision of this SOW. No waiver of any breach of any of the provisions of this SOW shall be effective unless set forth in a written instrument executed by the party against whom or which enforcement of such waiver is sought; and no waiver of any such breach shall be construed or deemed to be a waiver of any other or subsequent breach.

#### 19. CONSTRUCTION AND INTERPRETATION

Each party has been given the opportunity to independently review this SOW with legal counsel and other consultants, and each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of its provisions. Accordingly, the drafting of this SOW is not to be attributed to either party. Section and paragraph headings contained in this SOW are for reference purposes only and are not to affect the meaning or interpretation of this SOW.

#### 20. SEVERABILITY

If any provision in this SOW is invalid or unenforceable, such provision shall be construed, limited or, if necessary, severed, but only to the extent necessary to eliminate such invalidity or unenforceability, and the other provisions of this SOW shall remain unaffected.

IN WITNESS WHEREOF, the undersigned have executed this SOW as of the date first above written.

#### COMPANY:

Certified Client Solutions, LLC

## Patricia Rice

Name: Patricia Rice Title: President

#### ARISE VIRTUAL SOLUTIONS INC.:

## Ken Jackowitz

Name: Ken Jackowitz

Title: SVP, Independent Business Owner Operations

#### PROGRAM SPECIFIC APPENDIX

- 1. <u>Description of Services</u>. Company shall provide Services for the following client: Walt Disney Parks and Resorts, LLC (the "Client") and Program: Disney Web Support Chat. The Services shall include: providing high level customer service to existing and new Walt Disney World Guests while assisting them with Walt Disney World products and services.
- **2.** <u>Designated CSP.</u> Company has designated the following CSP to provide the Services on its behalf under this SOW: matt rice.
- 3. <u>Service Intervals</u>. During the term of this SOW, Company shall Service for at least 30 intervals per week (for a total of 15 hours) with ten of those intervals (totaling five hours) to be serviced on Sunday and/or Saturday.

Intervals shall be selected in StarMatic® by Service Intervals (which are in half hour increments) (the "Service Requirement").

If Arise is unable to provide Company with enough Service Intervals to allow Company to meet the Service Requirement during any week, Company shall service the number of Service Intervals that are made available by Arise. In such circumstances, the Servicing Requirement shall be waived by Arise.

- **Requirements.** Company shall be required to meet the Requirements set forth in both subsections 4.1 below while providing the Services.
- 4.1 **Performance Requirements.** Company must meet the Performance Requirements set forth in the table below.

Performance Requirements				
Commitment Adherence (CA)	≥ 95%			
Guest Satisfaction Measurement (GSM)	≥ 92%			
Number of Concurrent Chats	≥ 2			
Quality Assurance	≥90%			

**4.2** Commitment Adherence shall be calculated using the following formula:

[Serviced Minutes/(Posted Minutes + Released Lockdown Minutes)] x 100 = Commitment Adherence Percentage

For purposes of the above formula:

- "Serviced Minutes" shall mean the total number of minutes of an each Accepted Interval that were actually serviced by the Company.
- "Posted Minutes" shall mean the number of minutes determined by adding (i) the number of Accepted Intervals multiplied by 30 minutes per interval and (ii) the number of additional minutes serviced as part of the Company's acceptance of any urgent service request.
- "Released Lockdown Minutes" shall mean the total number of minutes of each Accepted Interval
  that were released within 48 hours of the commencement of that particular Accepted Interval.
  Minutes of an Accepted Interval that have been "swapped" in Starmatic® and serviced by
  another CSP shall not be deemed Released Lockdown Minutes.

#### 5. Service Revenue.

5.1 The Service Revenue to be paid to the Company by Arise for the provision of the Services during an Invoice Period shall be calculated using the rate of \$0.15 per Minute multiplied by the total number of minutes

serviced under this SOW during the Invoice Period. Minute shall be defined as the time that the Company is available to service as captured by Arise's systems.

- 5.2 Service Revenue shall not include any of the following:
  - (a) System Abuse Chats: shall mean pre-maturely terminating chats; and, chats that are unnecessarily transferred to Client.
  - (b) Non-interactive Chats.

#### 6. Miscellaneous

6.1 The Company represents and warrants that the Designated CSP is not a current Disney cast member.

#### VENDOR CODE OF CONDUCT APPENDIX

This Vendor Code of Conduct ("Code of Conduct") applies to all vendors ("Vendors") who provide services and goods to Arise or any of its affiliates ("Arise"). Vendors must be committed to the highest standards of ethical conduct. This Code of Conduct sets forth the basic requirements that all Vendors must comply with in order to do business with Arise. If Arise believes that any Vendor has violated this Code of Conduct, Arise has the right to terminate its business relationship with the Vendor and to proceed to secure any and all other rights and remedies available to it. Arise reserves the right to reasonably change the requirements of the Code of Conduct and, in such event, with notice to the Vendor, expects the Vendor to accept such reasonable changes.

- Compliance with Laws and Arise Policies: Vendors must fully comply with all applicable national and/or local laws and regulations and Arise policies. To the extent that Arise policies impose a higher standard than what is required by applicable national and/or local laws and regulations on its Vendors, such higher standard will prevail.
- 2. Forced Labor: Vendors shall not use any form of forced, bonded, indentured, trafficked, slave or prison labor, with the exception of government approved programs that utilize convicts or prisoners on parole, supervised release or on probation or in any penal or reformatory institution. All work must be voluntary and workers shall be free to leave work or terminate their employment with reasonable notice. All workers must not be required to surrender any government-issued identification, passports or work permits as a condition of employment.
- 3. Child Labor: Child labor is strictly prohibited. The minimum age for employment shall be the higher of 16 years of age, the minimum age for employment in that country or the minimum age completing compulsory education in the applicable country.
- 4. Compensation: Vendors shall pay all workers at least the minimum wage and benefits required by applicable laws and regulations. Workers shall be compensated for overtime hours and the premium rate required by applicable laws and regulations.
- 5. Freedom of Association: Vendors must respect the rights of all employees to lawfully associate or not to associate with groups of their choosing, as long as such groups are permitted by law. Vendors should not unlawfully interfere with, obstruct or prevent legitimate, lawful employee associations and related activities.
- **6. Employment Practices:** Vendors must have hiring practices that verify accurately age and ability to work legally.
- 7. Sourcing: Arise requires all Vendors supplying goods and services to Arise to share Arise's commitment of utilizing small business in subcontracting opportunities relating to their Arise contracts. If any subcontracting occurs, the performance of such subcontractors, consultants, agents or representatives ("Subcontractors") must be consistent with Vendor's performance of their contracts with Arise.
- **8. Health and Safety:** If applicable, Vendors shall provide all workers with a safe work environment and shall provide all workers with appropriate personal protective equipment and workplace health and safety information and training.
- 9. Environment: Vendors must comply with all national and local environmental laws applicable to air emissions, waste handling and disposal, water use, wastewater discharges, and hazardous and toxic substances. If applicable, Vendors shall also validate and maintain records demonstrating that source

materials were harvested in accordance with all international treaties in addition to national and local laws.

- 10. Conflicts of Interest: Vendors are expected to make decisions in the best interest of Arise and it's clients when providing services to Arise. Some common "conflicts of interest" and Arise's rules regarding them are listed below:
  - Vendors may not offer cash, lavish or inappropriate gifts or entertainment to an Arise employee or to a third party on behalf of Arise or Arise's clients.
  - Gifts and entertainment should never be given or accepted from those doing business with or seeking
    to do business with Arise or Vendor if the purpose is to unduly influence the judgment and decisions
    of those involved. Gifts and entertainment may be given or accepted in limited situations provided
    that doing so is consistent with applicable law and the value is nominal.
  - Vendors may not act upon information received due to their relationship with the Arise or Arise's
    clients for their own benefit or take advantage of a business opportunity that belongs to Arise or
    Arise's clients;
  - Vendors should not accept improper personal benefits, such as loans or favors, as a result of their relationship with Arise or Arise's clients.
  - Vendors are expected to disclose actual or potential conflicts of interest to Arise management.
- 11. Subcontractors: Vendors shall not retain any Subcontractors without a thorough documented examination of the Subcontractor's person, reputation and integrity. In addition, Vendors shall not retain any Subcontractors in connection with their provision of services or goods to Arise unless the Subcontractors comply with this Code of Conduct. Vendors must remain responsible for ensuring that their Subcontractors comply with the Code of Conduct.
- 12. Anti-Corruption: Vendors must not tolerate, permit, or engage in bribery, corruption or unethical practices whether in dealings with public officials or individuals in the private sectors. Vendors must conduct business in compliance with all applicable laws and shall avoid engaging in any activity in which could be deemed a corrupt and/or unethical practice. Vendors must maintain integrity, transparency and accuracy in all records of matters relating to their business with Arise. For the purpose of obtaining or retaining business for the benefit of Arise, Vendors must not make or receive, offer to make or receive, or cause another to make or receive, payments or anything of value, to or from any public or private officials.
- 13. Insider Trading: Buying or selling securities—such as stock or options—on the basis of information about Arise's publically traded clients that is not publicly available is prohibited. Likewise, providing such information to any other person who buys or sells securities, otherwise known as "tipping," is prohibited. Such transactions are known as "insider trading" and prohibited by law and this Code of Conduct.
- 14. Confidentiality and Intellectual Property: All Vendors and their representatives are expected to maintain the confidentiality or information entrusted to them by Arise, including information regarding Arise clients and their customers. Vendors must respect and protect the intellectual property rights of Arise and its clients and maintain the confidentiality of trade secrets and/or Arise proprietary or confidential information, which includes any information that is nonpublic or not easily obtained or determined. Vendor shall not use stolen or misappropriated technology.

- 15. Media or Government Inquiries: Only designated representatives may comment on or respond to requests for information from the media, analysts, shareholders or government agencies regarding matters associated with Arise or Arise's clients. Vendors must not provide comments or respond in any way and must refer any such questions or requests to Arise management immediately.
- 16. Accurate Books and Records: Vendors must not hide, fail to record or make false entries in connection with any business records. All records are expected to accurately reflect all associated transactions, must be filed in a timely fashion and must conform to applicable laws and any requirements that Arise makes known to its Vendors. Vendors must not falsify financial or business records or make false statements to our internal or external auditors. Doing so violates this Code and may also violate applicable laws.
- 17. Enforcement: Arise, by itself or with the assistance of a third party, may take affirmative measures, such as announced and unannounced inspections of Vendor facilities, to ensure compliance with this Code of Conduct. Vendors must maintain all documents to demonstrate compliance with this Code of Conduct and shall make such documents available to Arise upon request.
- 18. Whistleblower Protection: Vendors shall create programs to ensure protection of worker whistleblower confidentiality and prohibit retaliation against workers who participate in such programs in good faith or refuse an order that is in violation of the Code of Conduct.

Patricia Rice (Signed: 12/30/2013 3:32:18 PM)

Signature Information

#### DOCUMENT CERTIFICATION:

The document displayed above was sealed at the time of signing with a cryptographic signature.

This document has been retrieved from the signed document respository and the digital seal has been checked to detect document tampering.

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# FLORIDA DEPARTMENT OF STATE DIVISION OF CORPORATIONS



## **Detail by Entity Name**

#### Florida Limited Liability Company

CERTIFIED CLIENT SOLUTIONS LLC

#### Filing Information

Document Number

L08000032467

FEI/EIN Number

262361569

Date Filed

03/31/2008

State

FL

Status

ACTIVE

Last Event

REINSTATEMENT

Event Date Filed

10/20/2012

Event Effective Date

NONE

#### Principal Address

2204 Monterey Pkwy Atlanta, GA 30350

Changed: 04/23/2014

#### Mailing Address

2204 Monterey Pkwy Atlanta, GA 30350

Changed: 04/23/2014

#### Registered Agent Name & Address

RICE, PATRICIA 6080 Linneal Beach Dr Apopka, FL 32703

Address Changed: 04/23/2014

#### Authorized Person(s) Detail

Name & Address

Title MGRM

RICE, PATRICIA 2204 Monterey Pkwy Atlanta, GA 30350

#### Annual Reports

EXHIBIT

Separate ARISE 10

2012 10/20/2012 2013 04/13/2013 2014 04/23/2014 Document Images	
2014 04/23/2014	
Document Images	
04/23/2014 ANNUAL REPORT View image in PDF format	8.28
04/13/2013 ANNUAL REPORT View image in PDF format	
10/20/2012 REINSTATEMENT View image in PDF format	
06/07/2011 REINSTATEMENT View image in PDF format	
10/05/2009 - REINSTATEMENT View image in PDF format	
03/31/2008 — Florida Limited Liability View image in PDF format	

## Electronic Articles of Organization For Florida Limited Liability Company

L08000032467 FILED 8:00 AM March 31, 2008 Sec. Of State thampton

## Article I

The name of the Limited Liability Company is: CERTIFIED CLIENT SOLUTIONS LLC

## Article II

The street address of the principal office of the Limited Liability Company is: 423 KINGS EAGLE LN

423 KINGS EAGLE LN APOPKA, FL. 32712

The mailing address of the Limited Liability Company is:

423 KINGS EAGLE LN APOPKA, FL. 32712

## Article III

The purpose for which this Limited Liability Company is organized is: ANY AND ALL LAWFUL BUSINESS.

## Article IV

The name and Florida street address of the registered agent is:

PATRICIA RICE 423 KINGS EAGLE LN APOPKA, FL. 32712

Having been named as registered agent and to accept service of process for the above stated limited liability company at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Registered Agent Signature: PATRICIA RICE

## Article V

The name and address of managing members/managers are:

Title: MGRM PATRICIA RICE 423 KINGS EAGLE LN APOPKA, FL. 32712

Title: MGRM GEOLT BACON PO BOX 683079 ORLANDO, FL. 32868

Signature of member or an authorized representative of a member Signature: PATRICIA RICE

L08000032467 FILED 8:00 AM March 31, 2008 Sec. Of State thampton

## 2009 LIMITED LIABILITY COMPANY REINSTATEMENT

DOCUMENT# L08000032467

Entity Name: CERTIFIED CLIENT SOLUTIONS LLC

Secretary of State

Current Principal Place of Business:

New Principal Place of Business:

423 KINGS EAGLE LN APOPKA, FL 32712

3127 FAIRWOOD CT WINTER PARK, FL 32792

Current Mailing Address:

New Mailing Address:

423 KINGS EAGLE LN APOPKA, FL 32712

3127 FAIRWOOD CT WINTER PARK, FL 32792

FEI Number: 26-2361569

FEI Number Applied For ( )

FEI Number Not Applicable ( )

Certificate of Status Desired (X)

In accordance with 6, 607, 193(2)(b), F.S., the limited liability company did not receive the prior notice. Name and Address of Current Registered Agent:

Name and Address of New Registered Agent:

RICE, PATRICIA 423 KINGS EAGLE LN APOPKA, FL 32712

RICE, PATRICIA 3127 FAIRWOOD CT

WINTER PARK, FL 32792

US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida,

SIGNATURE: PATRICIA RICE

10/05/2009

Electronic Signature of Registered Agent

Date

MANAGING MEMBERS/MANAGERS:

ADDITIONS/CHANGES:

Title: Name: \ddress:

Sity-St-Zip:

MGRM () Delete RICE, PATRICIA 423 KINGS EAGLE LN

Name:

MGRM (X) Change ( ) Addition RICE PATRICIA

Address:

3127 FAIRWOOD CT

City-St-Zip:

Title:

WINTER PARK, FL 32792

Title: Name: MGRM (X) Delete BACON, GEOFF

APOPKA, FL 32712

Address: City-St-Zip: PO BOX 683079 ORLANDO, FL 32868 Title:

( ) Change ( ) Addition

Name: Address: City-St-Zip:

I hersby certify that the information supplied with this filing does not qualify for the exemption stated in Chapter 119, Florida Statutes. I further certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under cath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statutes.

SIGNATURE: PATRICIA RICE

10/05/2009

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

## 2011 LIMITED LIABILITY COMPANY REINSTATEMENT

DOCUMENT# L08000032467

Entity Name: CERTIFIED CLIENT SOLUTIONS LLC-

Jun 07, 2011 Secretary of State

Current Principal Place of Business:

3127 FAIRWOOD CT WINTER PARK, FL 32792 New Principal Place of Business:

1068 LOTUS PARKWAY

ALTAMONTE SPRINGS, FL 32714

Current Mailing Address:

3127 FAIRWOOD CT WINTER PARK, FL 32792 **New Mailing Address:** 

1068 LOTUS PARKWAY 836

ALTAMONTE SPRINGS, FL 32714

FEI Number: 26-2361589

FEI Number Applied For ( )

FEI Number Not Applicable ( )

Certificate of Status Desired (X)

Name and Address of Current Registered Agent:

Name and Address of New Registered Agent:

RICE, PATRICIA 3127 FAIRWOOD CT

WINTER PARK, Ft. 32792 US

RICE, PATRICIA 1068 LOTUS PARKWAY

**B36** 

ALTAMONTE SPRINGS, FL 32714 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: PATRICIA RICE

06/07/2011

Electronic Signature of Registered Agent

Date

#### MANAGING MEMBERS/MANAGERS:

Title:

MGRM

Name: \ddress. RICE, PATRICIA

1068 LOTUS PARKWAY

Lity-St-Zip: ALTAMONTE SPRINGS, FL 32714

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under eath; that I am a managing member or manager of the limited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statues.

BIGNATURE: PATRICIA RICE

06/07/2011

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

## 2012 LIMITED LIABILITY COMPANY REINSTATEMENT

DOCUMENT# L08000032467

Entity Name: CERTIFIED CLIENT SOLUTIONS LLC

Oct 20, 2012 Secretary of State

Current Principal Place of Business:

1066 LOTUS PARKWAY

B36

ALTAMONTE SPRINGS, FL 32714

Current Mailing Address:

1068 LOTUS PARKWAY

836

ALTAMONTE SPRINGS, FL 32714

FEI Number: 26-2361569

FEI Number Applied For ( )

FEI Number Not Applicable ( )

Certificate of Status Desired ( )

Name and Address of Current Registered Agent:

RICE. PATRICIA 1068 LOTUS PARKWAY

836

ALTAMONTE SPRINGS, FL. 32714 US

Name and Address of New Registered Agent:

RICE, PATRICIA 322 OLEANDER WAY

CASSELBERRY, Fl. 32707

New Principal Place of Business:

322 OLEANDER WAY CASSELBERRY, FL 32707

New Mailing Address:

322 OLEANDER WAY CASSELBERRY, FL 32707

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: PATRICIA RICE

10/20/2012

10/20/2012

Electronic Signature of Registered Agent

Date

#### MANAGING MEMBERS/MANAGERS:

Title:

MGRM

SIGNATURE: PATRICIA RICE

Name: 'ddress: RICE, PATRICIA 322 OLEANDER WAY

City-St-Zip:

CASSELBERRY, FL 32707

I hereby certify that the information indicated on this report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath, that I am a managing member or manager of the finited liability company or the receiver or trustee empowered to execute this report as required by Chapter 608, Florida Statues.

Electronic Signature of Signing Managing Member, Manager, or Authorized Representative / Date

PAYERS name, sheet address, city, state, ZIP code, and telephone no. Arise Virtual Solution Inc. 3450 Lakesido Drivo Ste 620 Miramar, FL 33027	\$ 2 Royaldes	2008 Form 1099-MISC	Miscellaneous Income	
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#### Instructions for Recipient - 1099-MISC (2012)

Reciptant's identification member. For your protection, this form may show only the test four digits of your codel security number (\$50). Individual targeter (dertification cumber (\$10), or subplicatively then life for number (\$10). However, the letter has reported your complete identification number for the IRS and, where applicable, to aliete endor local governments.

Account number. May show an account or other unique number the payer saggrest to distinguish your account.

Amounts place at the training of the sall-employment [SE] fax. If you not insome from self-employment is \$4.000 more you must fill a columnate dempute your SE tax or Senadob SE (From 10-5). And Pub 204 for more information. If no interest or social security and Medicae tease were with fail and you are sill incoming those payments, was from 10-0-158 (in Fair 10-0-158). Not distribute the security and Medicae 10-0-58 (NN). Individuals must report these amounts as explained in the box 7 multi-chiers on: 114 page. Compositions, "stupiation, or partnerships must report the amounts on the proportion of training columns.

Form 1095-MISC incorrect? If the term is incorrect or healteen leaded in error, content the payor. If you cannot get this form corrected, altach an explanation to your law return and report your income controlly.

Sour 1. Repuil re lie Son, red estate on Schedule E (Form 1040), However, report rents on Schedule C (Form 1040) if you provided algorithant services to the tenent, sold real estate as a business, or rented personal property as a business.

business, or lented personal property as a business.

Box 2. Report noyalise from or, gas, or minaral properties, copyrights, and palents on StateOttle (From 1000). However, roport paymons for a working interest as explained in the box 3. Substactions. For royalise on thebor, coal, and for one, son Pub. 644.

Hox 3. Capanally, report the ancient unitie. Other income fine of Form 1040 for Form 1040 NN) and forming the paymont. The anxient shows may be paymonts secreted as the conditator of a character employed, prices, awards, tayable changes, find a garning profile and the conditator. So the conditator of a character employed, prices, awards, tayable changes, find a garning profile and the refull of or F if form 1040. But he to find the changes income, report this archite or so so the character of the archite Con F if form 1040.

Box 4. Shows backup within diagon of without on a roduction control of the character of the archite Control of the sound of the character of the architecture of the character of the ch

Box 5. An amount in this box meens the funing test operator corolishs you salf-employed. Report this amount on tichedule Cufform 1040, Earl Futs, 334.

Fcm: 1099-M13C

Box 6. For individuals, report on Schedule C (Form 1040).

Park 6. For individuals, report on Schedule C (Form 1040).

Box 7. Shows propagitype compensation if you are nithe lizate or business of calcing fish, far 7 may show that you received for the size of fish, if the should have its SC income, report it on Schedule G of F (Form 1040). You received this form instead of Form W2 because the part distinct consists you are enterprised in contract the property of the form of the property of the property of the closer of the property of the property of the property of the closer of the property of

Box as If Checked, \$5,000 or more of seles of consumer products was pad to you on a buy-act, deacet-commission, or other beels. A dollar smount doco not have to be as allows Generally, report any income from your sele of these products on or handle C (Form 1040) Bex 10. Report this expention Separate F (Form 1040)

Box 13. Shows your total compensation of excess golden paractule payments autject to 6, 20% excise too. See the Form 1040 for Ponn 1040NRJ instructions for where to report.

Box 14. Shows gross proceeds and to an attornay in connection with logal convices. Hapon only the textella part as income on your return.

Box 15s. May show converti year defentals as a nuneral basic and a nuneral ad defented compensation (NOOD) that has tall year to the implements of section 409A, plus any servings on current end prior year defences.

estrings on current end prior year distances.

Box 18b. Shows Income as a encounting about the right from the distance of most the requirements of section 409A. This encounting also included in this 7 as none riphyse continued by the requirements of section 409A. This encounting the first is a deviated of the land of the region of the right of the repair of the right of the repair 1000 (or Form 1040NR). See "Time" to 'a passe of in the Form 1040NR) instructions.

Boxes 15-18. Shows elete or local income tax watheld from the payments.

PAYERS users, steet address, city, etch, 2IP code, and telephone no. Arise Virtual Solutions Inc. 3450 Lakealde Dr., 6th FL Miramer, FL 33027		1 North	Z Hoye tes 3 4 Federal income tex will held 5	2012 Form 1099-MISC	
(954) 392-2600		6 Fishing body preciseds	6 Madica'& hadlih cara paymenis	Miscellaneous	
PAYER'S Coderal identification curiber	RECIPETALS Menigerton umber	7 Nonemplayee compensation 104916.36	8 Substitute payments in liquid dividends or interest	Сору	
Certified Client Solutions, LLC		9 Payer made drawt sales of \$5,000 or more of consumer products to a buyor fracticient) for resale	10 Crop Imprense proceeds	To be filed with reciplent's	
Apt 205			12 6 2 113 . A R. R. R. C. C.	state income	
2119 Monterey Pkwy Atlanta, GA 30350		13 Excess golden parachi/e puyments	14. Gross proceeds pathto an asternay	tax retur v/ho require	
		15a Eoction 40hA coformals	150 Becting struk income		
Aramum number (see instructions) 15097		र्ड देशियोभ प्रत eta है है: इ	\$7 Brain/Poyers state no.	10: Slote I-come	

PAYER'S name, street eachess, city or texts, province on state, causing, ZIP	11 Rends	2 Royallies	OMB No. 1545-C115	
or foreign postal code, and telephone po.	is		2042	
Arise Virtual Solutions Inc. 3450 Lakeside Dr. 6th FL	3 Citor neeme	4 Federal Incomo tox withhold	2013	
Miramar, FL 33027	å .			
li i	5 .Fishing bost proceeds	5 Medical & health care payments	Miscellaneous	
(954) 392-2800	1	8	Copy B - For Recipional This is important tax Information and is being furcished to the internal Revenue Service. If you are required to rie a return, a negligence penalty or other sanctor may be imposed on you if his income is taxable	
PAYER'S federal identification on statuto. HEC-PIEN S identification pumber	7 Narcanglayen comprehabor \$ 42937.66	R Substitut payments in lieu of dividends or inlorest g		
RECIPIENTS name Certified Client Solutions, LLC	9 Payer medo direct sales el \$5 000 es mere el consimue producia to a l'approprieta for catala la yer fredirectif for catala	16 Crop insurance proceeds		
Apt 205 2119 Monterey Pkwy	11 Foreign tax paid	12: Farcian country or U.S. prosession		
Atlanta, GA 30350	13 Excess colles paradicle payments	14. Gosta protected pull to an offer my		
	15a Section 403A defensis	15ti Şantiun 409A Finance	and the IRS datermines that it has not been reported	
Fizzuart coniber (see Petrichone) 2.5887	16 Slale tex winteld	17 State Payer's etale ro.	18 Blais strome	

Instructions for Recipient - 1099-MISC (2013)

Recipient's Montheston number. For your protoclion, this form may show only find less four cigits of your social ecourity number (SSN), Indulated lessayer (Senticeston number (LIN), or solopion last payers (Sentingelian number (ATM), the Notweet, the lessues has exponed your consider of the INC and where applicable, to state addition number to the INC and where applicable, to state addition number to the INC and where applicable, to state addition number to the INC.

Account humber. May show an account of other unique minited the payer assigned to distinguish your account.

Amounts shown may be subject to self-temployment (SE) fax. If your net income from astrong expand is \$400 or more, you must file or reservand compute your SE bas on Schedule SE Form 1940). See Pub. 324 for more information, their income or social security and filedicars because withholdered you are all in convey those payments, see Form COS-CE (or Form 1940). See Pub. 324 for more information than expensive in the Cos. 7 instructions or this page. Ottoporations, find charles, or partnerships must report the amounts on the account in the cost of the cost of

Famil 1999-MISC incorrects If it is tone is incorrect or has been issued in error, contact the payer. If you cannot get this kirm coverded, alterly an expendient to your law refund equal your income correctly.

Box 1. Report rante from seet estate on Satestue E (Form 1949). However, egrort cents on Separatio C (Form 1910) if you provided eignificant services to the lenent, and real exists as a business, or relieb personal property as a business.

overnate, or remou personal property as a business.

Box 2. Report royaltes from oil, gas, or mineral properties, copyrights, and patents on Schedule E (Form 1042). However, report repyrates for a working interpreties explained in the box 3. Generally, report his personal coal, and from one, see Pub. 544.

Box 6. Generally, report his personal continues income line of Form 1040 (or Form 1040). For any density the payment line amount active many be payments recoved at the possibility of a deceased employes, extract, awards, instable demagns, indice, garning public, or 07-a texable from 8-as Pub. 625. If it is tracte or business income, report tris amount on Bobschile C or P (Form 1040).

Box 4, Sanas has up withholding or withholding on Indian genting profile. Generally, a payer must backup withhold if you did not furnish you tax payer than illustration number. See Form Wespital 80.5 for more information. Report this emount on your internet tax return as tax withhold

Box 8. An emport in this box masne the fighing boal operator considers you self-employed; Report tols amount on Schedule C (Form 1040), See Pub. 314.

Box 6. For IndMoue's, report on Schedule C (Form 1040).

Dox 7. Shows narrangleyes compare allow. If you are in the trace or business of searching Fahlbou 7 may show teek you received for the way of fish. If the amount in this box is SE income, report it on School 9. Committee of the compared of the School 9. You have been been fine from instance of Form 1040), You have been seen in fail not withful income teal or social security and lifediction law. If you believe you are an employee and did not withful income teal or social security and lifediction law. If you believe you are an employee and did not withful income to or consistently and form, report the amount form box 7 or Form. The following the payer to convex this form, report the amount form box 7 or Form 1040Mix, line 0). You must also complete Form 10419 and attach it is yout colour. If you are value or explosive but the amount in this bas is not SE internal form called activity or a nobby, report it or Form 1040, fine 21 (or Sean 1040Mix fire 21).

Frain 1040kB firm 21).

Box 8. Shows substitute payments in Found dividends of tax-exempt interest sectived by your boser on your bothst as a result of a lean of your securities. Report on the "Other Incomo" line of Form 1040 (or Form 1040kB).

Box 9. If checked, 35,000 or more of select of consumer product was ded to you on a buy-salt expect commission, or other balls. A dollar smount does not have to be stown.

Generally, report anythorne from your asie of these product or Schedule C (Form 1040).

Box 10. Report this product on Schedule F (Form 1040).

Box \$1. Shows the foreign fee that you may be able to claim as a deduction of a tradition form 1040. See the form 1040 instructions.

Box 12. Brown the country or U.S. possession to which the foreign tax was pake Box 13. Shows your total compense? on of excess coblengersonics psyments subject to a 20% excess tex. See the Form 1040 (or Form 1040NR) instructions for where to report.

2014, etcale last. See the Form 1940 (or Form 1940NR) instruction for where to report. 
Box 14, Sinvest great proceeding pall to an absency in committies with logal services. Report only the taxoble part as income on your return. 
Dox 18a. May shaw current year deforms as a narrangotype under a nonquelified defense? 
compensation (NQDQ) plan that is subject to the requirements of section. 459A, plus any 
estimage on current and price year deformats. 
Box 15b. Shows income as a narrangotype under an HXDD plan that does not meet the 
requirements of escillant 40ph. This encount is the included on box 7 as narrangotype; 
compensation Any amount included in box 15e for its currently taxoble 3c also induced in this 
save. 11st in owner is absorbed to a substitution as destinant tax 5 be reported on From 1000 (or 
Form 1000NR). Bes "Total Tax" in the Form 1000 (or Form 1000NR) instructions.

Boxes 16-18. Shows state or total income tax with head from the payments Patient developments. For the latest information eachyl developments related to Form 1060.

MISC and its instructors, such as log station enseted after they were published go to symmetry governments.

L (	CORRECTED (if checked)	Maria Idan Asia		
PAYER'S name, steel sisters, city or tour, province or state, country, XIP or foreign postal code, and talephore no.  Arise Virtual Solutions Inc.	1 Rems	2 Royalt'es	2013	
3450 Lakeside Dr. 6th FL Miramar, FL 33027	3 Oxies incurre	4 Federal inzune sex willtheld	ZU 13	
(954) 392-2600	5 Fahing boal procesds	6 Medical & Evelih care payments 3	Miscellaneous Income	
PAYER'S lacated identification number RECPIENT'S Monthsolfor number	s 42907.66	8 Substitute proments in top of dividends or interest  1	A	
RSCIPIENTS NATIO	19 Pager meta direct sales of 85,00 or page of consumer products to a larger facilities for reacte	10 Crup insurance proceeds	Copy : To be filed with reciplent's state income tax return when	
Certified Client Solutions, LLC Apt 205	11 Fereign law poid &	12 Foreignozunky or US possession		
- 2119 Monterey Pkwy Atlanta, GA 30350	13 Excess golden personale payments \$	tal. Group proceeds paid to an attensy.		
	155 Section 409A deterrate	15u Sealion 459A income	regulred	
Account number (see instructions) 15897	15 State to withheld 6	17 StatePeyet's state to	18 State income	

Form 1093-M:SC

PAYEITS name, stress address day or lown, orderings or state, country, ZIP or foreign postal code, and telephone no Arise Virtual Solutions Inc	1 Rosts	2 Royaklas	2014
3450 Lakeside Drive 8th Floor Miramar, FL 33027	3 Ctror Istrino	4 Federal Income tax withinkid	Form 1099-MISC
(934) 392-2600	B Feing Son(\$103964	6 Madicel & hosilit care payments 5	Miscellaneous Income
PAYER'S rederal loanilities for mumb	r 7 Noramakyas componisator \$ 10936.45	8. Substitute payments in less of dividends or interest S	Copy B - For Recipient This is important by information and is being
RECIPIENT'S name  Certified Client Solutions, LLC	E Payer mode Arese solve of MUDD or mane of command products to a layer fredsier (year resels	10 Gtop insurance proceeds	furnished to the internal Revenue Bervice. If you are required to file a return, a
2119 Monterey Pkwy Atlante, GA 30350	1,000	19 0 x 20 5 2	negrigance penalty or other sanalism may be imposed on you if this income is taxeble
and the second	13 Expanded be enhanced when a	1d Group proceeds part to an administra	And the IRS determines that It has not been reparted.
And the second s	13s Ssctos 409A (eferrale 6	15b Section 459A browns	
Account cum ter (ass helicities) 15897	ng Stan na williamid	17 State Payer's 6 icts no.	18 State Income

#### Instructions for Recipient - 1099-MISC (2014)

Recipient's Identification auditor. For your protection this fore any since only the last four diple of your excisi seautry number (SSN), included to spayer identification number (TIN). For exception based yet identification number (ATIN). However, the issuer has reported your complete identification number to the IRS and, where approache, to state and/or local governments.

Account neighbor. May allow we extend a follier or lique custoes the payor sesigned to distinguish your account.

to desinguest your account.

Antenants shown may be etbleto to eath-amployasent (BE) tax if your red income from settlemphyment is 1500 or mera, you must file a return and compute your SE tax on Schadule SE (From 1000). See Pus, 354 for must file a return and compute your SE tax on Schadule SE (From 1000). See Pus, 354 for must file and income or excellent settlemphyments, see Form 1000-IES for Form 1000-IES (FR)). Individuals must report that an accurate as explained in the Eo A instructions on this page. Curporations, fishicanists or partnerships qualities that returns.

From 1999-MISC incorrect? If the form is incorrect of that been included in order, control the payer. If you cannot get this form corrected, alloch an exchangion to your tax value, and report your strains correctly.

Box 1, Report rests from real esists on Schedule E (Form 1940). However, report rents on Schedule C (Form 1940) if you provided ejufficient certicals to the tensit, eold real settle ears business, or rested payonal property as a custome.

setate set a business, or rented paragraph paying a signification of patients on Box 2. Report royalties from all, gas, or prinsiply properties, copyrights, and patients on Schedule E (from 1940). However, report payments for a working interest as socialmed to the box 7 instructions. For reproper an impay, and send from one, see Prop. 544. Box 3. Generally, respirit his present on the "Other Treeme" line of Form 1940 for Form 1940NR) and identify the payment. The emisent shows step to payments received on the benefits of the respirate prinsiples and prins, assault, facetoly demages, indian paying points, or chart respiral increme. See Print 1975. It is foods of business income report the emisent on Schedule C or F (from 1940). Box 4. Shows backup withhold by and withholding on Indian gaming profile. Governly, a payor must backup withhold is you did not jurish your tempsyon long feature jurisher. See Form Will and Pub. 635 for more information. Report this emport on your income say adum as tax withhold.

year income sax solum as tax withhold

Blex 6. An amount in II is been recent the fishing boat operator considers you salf-employed. Report this amount on Religious C (Form 1944), See Pub 234. Box 6. For indivisuals, report on Schedule C (Form 10-10).

Box 7. Shows no nan-chaye nonpersealor. If you are in the trace or business of catching that, box 7 may show cash you need you full the sale of fath. If the amount in this cock 1988 it come, sepont to not adhedule 0 or 7 (Florin 1040), and complete schools 88 point 1040). You received the form histed of Form Wile because the payor did not consider you an amplicate and control missed of Form Wile because the payor did not consider you are amplicated and control pet the payor to control this form, recold the smooth from box 7 or Form 1040, fins 7 (or Form 1040N), the 81 you must also complete Form 315 and allocate it in your motion if you are to an amplyope but the emband in this box is not 35 income for example, a fin tectors from a procedule activity or a hotizy), report it on Form 1040, fine 21 (or Form 1040N), the 21 to the procedule of the your appropriate the first year and the second form 1040N, the 21 to the procedule of the year and the procedule of the

Box 8. Shows substitute payments in feu of Civicends or tox-exental thierest recoived by your protocont your behalf as a result of 8 bannel your securities. Report on the "Offer inscript" line of Fene 1040 (or Form 1042)(iii).

Box 5, in character, 65 GU; or more of eates of consumer products was paid to you on 8, hey-said, digmais commission, or move basis. A coller smouth does not have to be shown Generally, report any into the from your sale of these products on Schedule C (Form 1549).

Box 10. Report this amount on Schodule F (Form 1040).

Box 15. Shows your total compensation of oxcess golden paracipate payments subject to a 20% excess tax. See the Form 1040 for Form 1040 NR, Instructions for where to report.

Box 14. Shows gross proceeds and to an electory in correction with legal remises. Report only the lexable part as income on your raising.

Box 15a, May show current year delevies as a nonemplayer under a nanqualified deterred compensation (NCDC) plan that is subject to the tequirements of section. 40%, pairs any secretage on current and prior year celebrats.

Box 16b. Shows income as a normal and player cards an NODC play that does not meet the negligranorts of scallan 4004. This endure is stocked at the transfer armonic state of scallan 4004. This endure is stocked at the transfer of the tran

Boxes 16-18. Shows state or beal income ites withheld from the payments.

Puture developments. For the bitest information about developments relead to Ferm 1093-MISC and its instructions, such as legislation enoxed after they were published, go to wasking provision 1050 mise.

		RECTED (if checked)	Particular de la constantina della constantina d		
PAYER 8 name, street endress, buy or to or foreign posts' code, and telephone eo. Arlise Virtual Solutions inc		1 Reals	2 Rayalties 6	2014	
3450 Lakeelde Orive 6th Floor Miramar, FL 33027		3 Oliver Iccome 8	4 Federal income tox without	ZU 14	
(954) 392-2600	et .	5 Flahing boet proceeds	6 Medical Schabilh care payments 4	Miscollaneous Income	
PAYER'S lederal Meat/usilon ranibar	RECEPIENT'S Manufecasian number	7 Nanampayea componsalish s 40936,45	Substitute cayments in lieu of divisords or interest	Copy 2	
RECIPIENT'S FORM Certified Client Solutions	lic.	9 Payer mists direct sales al 26 CCO or more di ocusamer products to a buyan tractatant, for resulta	10 Crop insurance proceeds \$	with reciplent's	
2119 Monterey Pkwy Atlanta, GA 30350	, her	The ball of the second of the	ta Paragram	state income tax return when	
Undergal ALL MANNE.		13 Excess golder, personale payments	14 Gross proceeds paid to bit allowy 5	required	
		15a Saction 400A determine	156 Section 409A Proprie	,	
Account number (see instructions). 15897		16 Siste is a with reld	17 Sizte/Payer's state ma.	18 State income 5	

FORT TONS-MISC

Calminition of the Secretary

Ceps theilt of the Treasury - Internal Revenue Service



## Invoice

Certified Client Solutions, LLC

January 01, 2014 - January 15, 2014

14011515897138

Virtual Service Corporation

Period

Invoice Number

Arise Virtual Solutions, Inc. 3450 Lakeside Drive, Suite 620. Miramar, 11, 33027

Application	Туре	ACP Name	Staffed Hours	Calls	ACD Minutes	Rate	Amount			
Arise	Fee	Arleen Hager	N/A	N/A	ŃΛ	S-19.75	\$ <b>-</b> 19.75			
	Memo: Service Fee	1								
Arise	Fee	Arleen Hager	N/A	N/A	NVA	\$2	\$2			
	Memn: Service Fee	Discount for 8 ACP	in VSC							
Arise	Fee	corelta jenkins	N/A	N/A	N/A	\$-19.75	S-19.75			
	Memo: Service I er	2	(1)#140	30,000,000,000	437-4, 774.7	137 274 3 344				
Arise	Fee	coretta jenkins	N/A	N/A	NA	\$12	\$12			
	Memo: Service l'e	EDiscount for 56 AC	's in VSC	16.557.374	52464	1900.00				
Arise	Pce	fearing Lyles	N/A	N/A	N/A	S-19.75	\$-19.75			
	Memo: Service l'e	The second of the second second second	3500,357		\$200 mod 1	Art Servey	1240000000000			
Arise	Fee	Jeanine Lyles	N/A	N/A	N/A	\$2	.82			
	Memo: Service Fe	e Discount for 8 ACP	1000							
Arise	Hec	Joyce Scott	N/A	N/A	N/A	\$-19.75	\$-19.75			
(A DAPA	Memo: Service Fe		(24) 200		4.24	200	44344			
Arise	Fee	Joyce Scott	N/A	N/A	N/A	\$2	\$2			
	Memo: Service Fe	e Discount for 8 ACP	s in VSC							
Arise	Fee	Leontyne Jones	N/A	SIA	N/A	\$2	\$2			
F 10-500	Memo: Service Fee Discount for & ACPa in VSC.									
Arise	fice	Leontyne Jones	NZA	N/A	N/A	S-19.75	S-19.75			
	Memor Service Fe	35.			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,					
Arise	Fee	Patricia Rice	N/A	N/A	NA	\$-19.75	\$-19.75			
	Memo: Service Fe		17.55	2-11-E-1	******	A. A. A. A. A.	36			
Arise	Adjustment	Patricia Ricc	N/A	N/A	N/A	\$39.41	\$39.41			
CHI DC	/ triplacii iCil	tunnin And	1071	13077	MON.	417.5.4 T	JU17.41			

Page 1/3

**EXHIBIT** ARISE

Memo: Serv Rev Adjust

	WELLING, WELV HOV	r rajoin					
Arise	Fee Memo: Service F	Patricia Rice ce Discount for 8 ACI's in	N/A VSC	N/A	N/A	\$2	\$2
Arise	Fee	teresa horion	N/A	N/A	N/A	\$2	S2
	Memo: Service F	ce Discount for 8 ACPs in	VSC				
Arise	Fee Memo: Service t	teresa horion	N/A	N/A	N/A	\$-19.75	\$-19.75
Arise	Fee Memo: Service F	Valarie Williams ce	N/A	N/A	N/A	\$-19,75	S-19.75
	₽	Malasta 1100 Bonco	BUA	31/4	NIZA	420	4.7
Arise	Fee	Valurie Williams	N/A	N/A	N/A	52	\$2
	Memo: Service F	ce Discount for 8 ACPs in	VSC				
Arise	Fee	VALYRIR WALKER	N/A	N/A	N/A	\$-19.75	\$-19.75
	Memo: Service F	'ee					
Arise	Fee	VALYRIE WALKER	N/A	N/A	N/A	<b>%</b> 2	\$2
	Memo: Service 1	ee Discount for 8 ACPs in	VSC				
AT&T Payments	Adjustment	Joyce Scott	N/A	N/A	N/A	\$10	\$553.38
A Let 1 Laymonts		Serviced Minutes at 0.23 P	-		19/74	·h13	·П.Л.Д., 20
	: ( Leuio: 2403.90	activided triming at 0.23 f	CI IVIIIIIII	233,300			
AT&T Payments	Adjustment	Joyce Scott	N/A	N/A	N/A	\$0	8-54.49
	Memo: Invoice I	2.15 adjustment wrong pe-	rmin rate -	-54,490			
							di cas =
Disney Dining Reservation		Jeanine Lyles	0.00	55	269	\$1.1	\$60.5
	Memo: In Marko	Cl .					
Disney Dining Reservation	ons Per Call	Jeanine Lyles	0.00	69	677	81.7	\$117.3
Dinity Dinity Labor in a	Memo: IP						
Disney Dining Reservation	ons Per Hour	teresa horton	52,70	()	0	\$8	\$421.6
	Memo: Disney I	Pining					
Quill.com Orders	Adjustment	Arleen Hager	N/A	N/A	N/A	\$0	89
Quincom Orders		icky Post-It SpitT 9.000	INIA	NA	14/14	1017	.5.7
	Memo: Super St	icky Post-It Spiri 2,000					
Quill.com Orders	Adjustment	Arleen Hager	N/A	N/A	N/A	80	\$26
127 (A. 1980) - 128 (A. 1980)   1980)	Memo: PNY US	B Flash Drive Spill 26.00	0				
Quill.com Orders	Adjustment	Arleen Hager	N/A	N/A	N/A	89	\$3)
	Memor Service	Heurs(Metric) 38,730					2
Quill.com Orders	Adjustment	Arlean Hager	N/A	N/A	N/A	S0.22	\$506.52
Quintom chocis		Minutes(Metrie) 2302,370		13171	. 317.3	1711-42	A1-774(1-72
	MICHIG. ACTAICE	MITTALICS (MICHIG) 2302.370					
SEARS-DotComWish	Adjustment	Leontyne Jones	N/A	N/A	N/A	\$1.2	\$0
	Memo: Net Call	s(Metric) 71.000					

SEARS-DotComWish	Adjustment Memo: Service II	Leontyne Jones ours(Metric)=18.470	N/A	N/A	N/A	\$8.5	\$157
SEARS-DotComWish	Adjustment Memo: ATT(Met	Leontyne Jones ric)=492.620	N/A	N/A	N/A	\$0	SO
SEARS-DotComWish	Adjustment Memo: Net Calls	Valaric Williams (Metric)=54.000	N/A	N/A	N/A	\$1.2	\$4)
SEARS-DotCom Wish	Adjustment Memo: Service H	Valurie Williams ours(Metrie)=20,230	N/A	N/A	N/A	\$8.5	·\$172
SEARS-DotComWish	Adjustment Memo: A 1 I (Met	Valarie Williams ric)=954.570	N/A	N/A	N/A	80	Sü
SEARS-DotComWish	Adjustment Memo: SEARS S	Valarie Williams ALES INCENTIVE - PER	N/A LIOD 20 1	N/A 8,000	N/A	\$0	\$18
Staples Rewards	Adjustment Memo: Staples R	VALYRIE WALKER ewards-8.69 Hours at 10/h	N/A r 86.900	N/A	N/A	\$0	\$86.9

## Invoice

Certified Client Solutions, LLC January 16, 2014 - January 31, 2014

14013115897US

Virtual Service Corporation

Period

Invoice Number

Arise Virtual Solutions, Inc. 3450 Lakeside Drive, Suite 620, Miramar, FL 33027

Application	Туре	ACP Name	Staffed Hours	Calls	ACD Minutes	Rate	Amount			
Arise	l'ee	Arleen Hager	N/A	N/A	N/A	\$2	\$2			
	Memo: Service Fee D	iscount for 7 ACP.	in VSC							
Arise	l'ee	Arleen Hager	N/A	N/A	N/A	\$-19.75	\$-19.75			
	Memo: Service Fee	<u>-</u>								
Arise	liee	Jeanine Lyles	N/A	N/A	N/A	\$-19.75	5-19.75			
	Memo: Service Fee	•								
Arise	l'ee	Jeanine Lyles	N/A	N/A	N/A	\$2	\$2			
	Memo: Service Pee D	Memo: Service Fee Discount for 7 ACPs in VSC								
Arisc	Fee	Leontyne Jones	N/A	N/A	N/A	S-19.75	\$-19.75			
	Memo: Service Fee					2 2311,2	4			
Arise	Fee	Leontyne Jones	N/A	N/A	N/Λ	S2	52			
	Memo: Service Fee D	The second state and the second secon								
Arise	Fee	matt rice	N/A	N/A	N/A	\$-19.75	S-19.75			
	Memo: Service Fee			1,023						
Arise	Fee	matt rice	N/A	N/A	N/A	\$2	\$2			
11,112	Memo: Service Fee I					4-2	40			
Arise	Fee	Sara Morea	N/A	N/A	N/A	S-19.75	\$-19.75			
THISC	Memo: Service Fee	Sale Minor	1501		13.7.4	3-19.13	φ-15.7.1			
Arise	Fee	Sara Morea	N/A	N/A	N/A	52	S2			
ALTRO	Memo: Service Fee U	19-1-120/1011/19/04-10/05-10/		19723	13124	24	32			
				N/Λ	37/4	£ 10.70	0.10.76			
Arise	Fee Memo: Service Fee	teresa borton	N/A	NA	N/A	\$-19.75	S-19.75			
		The second section of the sect			7.11		**			
Arisc	Pee	teresa horton	MA	N/A	N/A	\$2	\$2			

Memo: Service Fee Discount for 7 ACPs in VSC

Arise	Fcc	Valarie Williams	N/A	N/A	N/A	\$2	\$2
	Memo: Service Fee	Discount for 7 ACPs in	VSC				
Arise	Fee Memo: Service Fee	Valarie Williams	N/A	N/A	N/A	S-19.75	\$-19.75
AT&I Payments	Adjustment Memo: 16.3 Service	Joyce Scott ed Minutes at 0.19 Per 3	N/A Vinute=3.10	N/A 0	N/A	50	\$3.1
Disney Dining Reservation	ns Per Call Memo: In Market	Jeanine Lyles	0.00	24	128	\$1.25	530
Disney Dining Reservation	ns Per Calt Memo: IP	Jeanine Lyles	0.00	49	436	\$1.75	\$85.75
Disney Dining Reservation	ens Per Hour Memo: Disney Din	teresa horton ing	54.60	0	O	\$8	\$436.8
Disney Web Support Cha		mast rice b Chat Adjustment for 1	N/A /16 to 1/31/	N/A 14	N/A	\$462.52	\$462.52
Disney Web Support Cha	The state of the s	Sara Morea b Chat Adjustment for I	N/A I/16 to 1/31/	N/A <b>[</b> 4	N/Λ	\$384.78	\$384.78
Quill.com Orders	Adjustment Memo: Service Hor	Arleen Hager urs(Metric) 36,500	N/A	N/A	N/A	\$9	\$0
Quill.com Orders	Adjustment Memo: Service Mit	Arleen Hager nutes(Metric) 2128.550	N/A )	N/A	N/A	\$0.22	\$468.28
SEARS-DotComWish	Adjustment Memo: Net Callsti	Leantyne Jones Jetrio) 59,000	N/A	N/A	N/A	\$1.2	\$0
SEARS-DolComWish	Adjustment Memo: Service Ho	Leontyne Jones urs(Mctric) 12,190	N/A	N/A	N/A	\$8.5	\$103.62
SEARS-DotComWish	Adjustment Memo: ATT(Metri	Leontyne Jones e) 423,860	N/A	N/A	N/A	\$0	SO
SEARS-DetCemWish	Adjustment Memo: Net Calls(N	Valarie Williams Actrie) 36,000	N/A	N/A	N/A	<b>\$1.2</b>	\$4)
SEARS-DetComWish	Adjustment Memo: Service Ho	Valorie Williams urs(Metric) 15-280	N/A	N/A	N/A	\$8.5	\$129.9
SEARS-DotComWish	Adjustment Memo: SEARS SA	Valarie Williams LES INCENTIVE - PE	N/A RIOD 21+6	N/A ,000	N/A	<b>\$</b> 0	\$6
SEARS-DotComWish	Adjustment Memo: SEARS SA	Valarie Williams LES INCENTIVE - PE	N/A FRIOD 22 1	N/A 0,500	N/A	80	\$10.5

51:ARS-DorComWish

Adjustment Memo: ATT(Metric)=1172.440

Valaric Williams

 $N/\Lambda$ 

N/A

N/A

\$0

Total Due:

\$1997

\$0

## Invoice

Certified Client Solutions, LLC February 01, 2014 - February 15, 2014

14021515897US

Virtual Service Corporation

Period

Invoice Number

Arise Virtual Solutions, Inc. 3450 Lakeside Drive, Suite 620, Miramar, FL 33027

Application	Туре	ACP Name	Staffed Hours	Calls	ACD Minutes	Rate	Amount
Arise	Fee Memo: Service Fee	Arleen Hager	N/A	N/A	N/A	\$-19.75	\$-19.75
Arise	Fee Memo: Service Fee Dia	Arleen Hager scount for 8 ACPs	N/A rin VSC	N/A	N/A	\$2	\$2
Arise	Fee Memo: Service Fee	Jeanine Lyles	N/A	N/A	N/A	S-19.75	\$-19.75
Arise	Fee Memo: Service Fee Dia	Jeanine Lyles secount for 8 ACPs	N/A s in VSC	N/A	N/A	\$2	\$2
Агіяс	Fee Memo: Service Fee	Joyce Scott	N/A	N/A	N/A	\$-19.75	S-19.75
Arise	Fee Memo: Service I oc Di	Joyee Scott scount for 8 ACP	N/A s in VSC	N/A	N/A	\$2	\$2
Arise	Fee Memo: Service Fee Di	mall rice scount for \$ ACP	N/A s in VSC	N/A	N/A	\$2	\$2
Arisu	Fee Memo: Service Fee	mail rice	N/A	N/A	N/A	S-19.75	\$-19.75
Arise	Fcc M Memo: Service Fcc	Ionica Robinson	N/A	N/A	N/A	S-19.75	\$-19.75
Arise	Fee M Memo: Service Fee Di	Ionica Robinson scount for 8 ACP	N/A s in VSC	N/A	N/A	\$2	S2
Arise	Fee Memo: Service Fee Di	Sara Morea scount for 8 ACP	N/A s in VSC	N/A	N/A	\$2	\$2
Arise	Fee	Sara Morea	N/A	N/A	N/A	\$-19.75	\$-19.75

Memo: Service Fee

Arise	Fee Monin: Service Fee	teresa norton	N/A	$N/\Lambda$	N/A	§-19.75	\$-19.75
Arise	Fee Memo: Service Fee	teresa horton Discount for 8 ACPs in	N/A VSC	N/A	N/A	S2	\$2
Arise	Fee	Valaric Williams Discount for 8 ACPs in	N/A	N/A	N/A	\$2	S2
Arísc	Foo Memo: Service Foo	Valurie Williams	Ν/Λ	N/A	N/A	\$-19.75	S-19.75
AT&T IRU - Nesting	Adjustment Memo: 1509.18 Bil	Monica Robinson lable Minutes @ 0.19 R	N/A ate=286.74(	N/A	N/A	\$0	S286.74
AT&T Payments	Adjustment Memo: 2196.32 Scr	Joyce Scott viced Minutes at 0.19 F	N/A er Minute v	N/A 117.300	N/A	\$0	\$417.3
Disney Dining Reservation	ns Per Hour Memo: Disney Dini	Jeanine Lyles ing	15.90	0	0	28	\$127.2
Disney Dining Reservation	ns Incentive Memo: January PPF	Jeanine Lyles H Incentive	N/A	N/A	N/A	\$13.7	513,7
Disney Dining Reservation	ens Per Call <b>Memo:</b> In Market	teresa horton	0.00	110	668	\$1	\$110
Disney Dining Reservation	ons Per Call Memo: IP	terosa horton	00,0	129	1345	\$1.7	\$219.3
Disney Web Support Cha	t Adjostment Memo: Adjustment	maturice for 2/1 to 2/15/14	N/A	N/A	N/A	\$359.75	\$359.75
Disney Web Support Cha	t Adjustment <b>Memo:</b> Adjustment	Sara Morea for 2/1 to 2/15/14	N/A	N/A	N/A	\$367,92	\$367.92
Intuit WOMR Phone	Adjustment Memo: paid at \$9.5	Valarie Williams /hr alt rate Intuit Manu	N/A al Invoice 02	N/A 2.01.14_02.	N/A 15.14~85.	\$0 370	\$85,37
Quill.com Orders	Adjustment Memo: Incentive-F	Arleen Hager Papermate Pen Spiff=30	N/A .000	N/A	N/A	\$0	\$30
Quill.com Orders	Adjustment Memo: Incentive-S	Arleen Hager cotch Shipping Tape Sp	N/A 5ili~4.000	N/A	N/A	\$0	54
Quill.com Orders	Adjustment Memo: Incentive-P	Arleen Hager ickUpAdditionalHrs- 2	N/A .10 thru 2.15	N/A 5.14 2.130	N/A	\$0	\$2.J3
Quill.com Orders	Adjustment Memo: Service Ho	Arleen Hager urs(Metric) -33,320	N/A	N/A	N/A	\$9	\$0

Quill.com Orders	Adjustment	Arleen Hager	N/A	N/A	N/A	\$0.22	\$445.22
	Memo: Service Mi	nutes(Mctric)=2023.720	)				
SEARS-DotComWish	Adjustment	Valarie Williams	N/A	N/A	N/A	\$1.2	\$0
	Memo: Net Calls()	Metric)=47.0(0)					
SEARS-DotComWish	Adjustment	Valurie Williams	N/A	N/A	N/A	\$8.5	\$136.89
	Memo: Service Ho	urs(Metric)=16.100					
SHARS-DotComWish	Adjustment	Valarie Williams	N/A	N/A	N/A	\$0	\$0
	Memo: ATT(Metr	ic)=903.730					

Total Due: \$2463.52

## Invoice

Certified Client Solutions, LLC February 16, 2014 - February 28, 2014

14022815897US

Virtual Service Corporation

Period

Invoice Number

Arise Virtual Solutions, Inc. 3450 Lukeside Drive, Suite 620, Miramar, FL 33027

Application	Туре	ACP Name	Staffed Hours	Calls	ACD Minutes	Rate	Amount				
Arise	liee	Arleen Hager	N/A	N/A	N/A	\$2	\$2				
	Memo: Service Fee	Discount for 9 ACPs	in VSC								
Arise	Fcc	Arleen Hager	N/A	N/A	N/A	\$-19.75	\$-19.75				
	Memo: Service Fee										
Arise	Fee	corcua jenkins	N/A	N/A	N/A	\$2.	\$2				
	Memo; Service l'ee	Memo: Service Fee Discount for 9 ACPs in VSC									
Arise	1/ee	coretta jenkins	N/A	N/A	N/A	S-19.75	\$-19.75				
	Monno: Service Fee	•									
Arise	liee	Jeanine Lyles	N/A	N/A	N/Δ	\$2	\$2				
	Memo: Service Fee	Memo: Service Fee Discount for 9 ACPs in VSC									
Arise	l·ee	Jeanine Lyles	N/A	N/A	N/A	\$-19.75	\$-19.75				
11150	Memo: Service Fee		, , , , , ,	1421	11.72	4 25175	w 1,111				
Arise	I/ee	Jayce Scatt	N/A	N/A	N/A	S-19.75	S-19.75				
	Memo: Service Fee	Section 11 Section 2 Section 12 S	(0.0.000								
Arise	liee	Joyce Scott	N/A	N/A	N/A	52	\$2				
	Memo; Service Fee	Memo: Service Fee Discount for 9 ACPs in VSC									
Arise	liee	matt rice	N/A	N/A	N/A	S2	\$2				
	8.77	Memo; Service Fee Discount for 9 ACPs in VSC									
Arise	l·ee	mutt rice	N/A	N/A	N/A	\$-19.75	\$-19.75				
ritise	Memo: Service Fee		14/25	13(1)	14/25	Φ-15.70	D-13,11				
Arise	I/ee	Monica Robinson	N/A	N/Λ	N/A	S-19.75	S-19.75				
DIOV	Memo: Service Fee		13/77	1777	14.57	3-13.73	3-17.73				
. :		Monica Robinson	NUA	N. 1.4	NUA	to	din.				
Arise	l/ee	Monten Robinson	N/A	N/A	N/A	\$2	\$2				

Memo:	Service	Fee	Discount	for 9	ACPs in	VSC

		ishould in street					
Arise	Fee Memo: Service Fee	Sara Morea	N/A	N/A	N/A	\$-19.75	\$-19.75
Arise	Fee Memo: Service Fee	Sara Morea Discount for 9 ACl's in	N/A n V&C	N/A	N/A	\$2	52
Arise	Fee Memo: Service Fee	teresa horion	N/A	N/A	N/A	S-19.75	S-19.75
Arise	Fcc Memo: Service Fec	teresa horten Discount for 9 ACPs in	N/A n VSC	N/A	N/A	\$2	\$2
Arise	Fee Memo: Service Fee	Valurie Williams	N/A	N/A	N/A	\$-19.75	<b>\$-19.75</b>
Arise	Fee Memo: Service Fee	Valerie Williams Discount for 9 ACPs i	N/A a VSC	N/A	N/A	\$2	<b>§</b> 2
AT&T IRU - Nesting	Adjustment Memo: 3421.62 Bi	Monica Robinson Hable Minutes & 0.19 f	N/A tate 650,111	N/A	N/A	\$0	\$650.11
AT&T Payments	Adjustment Memo: 1094.55 Se	Joyce Scott rviced Minutes at 0.19	N/A Per Minute	N/A 207.960	NίΛ	\$0	\$207.96
Barnes & Noble ,COM	Adjustment Memo: Net Calls(A	coretta jenkins victrie) -20,000	N/A	N/A	NZA	\$1.45	80
Barnes & Noble .COM	Adjustment Memo: Scrvice Ho	coretta jenkins ours(Metric)=7.020	N/A	N/A	N/A	\$8	S56.13
Disney Dining Reservation	ons Per Hour Memo: Disney Dir	Jeanine Lyles iing	20,20	O	0	\$8	\$161.6
Disney Dining Reservation	ons Per Hour Memo: Disney Dir	teresa borton ting	30.50	0	0	SR	\$244
Disney Web Support Cha	Table 100 Carrier Control of the Con	matt rice th Chat Adjustment for	N/A 2/16 to 2/28/	N/A 14	N/A	\$341.68	\$341.68
Disney Web Support Cha		Sara Morea th Chat Adjustment for	N/A 2/16 to 2/28/	N/A 14	N/A	\$271.97	\$271.97
Intuit WOMR Phone	Adjustment Memo: paid at \$9.:	Valurie Williams 5/hr alt rate Intuit Manu	N/A al Invoice 02	N/A 2.16.14 02	N/A .28.14 241	\$0 1.300	\$241.3
Quill.com Orders	Adjustment Memo: Service Hu	Arleen Hager ours(Metric)=31.600	N/A	N/A	N/A	\$9	S0
Quill.com Orders	Adjustment Memo: Service Mi	Arleen Hager inutes(Metric)=1948.40	N/A 0	N/A	N/A	\$0.22	\$428.65

## Invoice

Certified Client Solutions, LLC March 01, 2014 - March 15, 2014

14031515897US

Virtual Service Corporation

' Period

Invoice Number

Arise Virtual Solutions, Inc. 3450 Lakeside Drive, Suite 620, Miramar, FL 33027

Application	Туре	ACP Name	Staffed Hours	Calls	ACD Minutes	Rate	Атопи		
Arise	Fcc	Arleen Hager	N/A	N/A	N/A	S-19.75	5-19.75		
	Memo: Service Fe	Memo: Service Fee							
Ariso	Fcc	Arleen Hager	N/A	N/A	N/A	S2 ·	\$2		
	Memo: Service Fe	Memo: Service Fee Discount for 7 ACPs in VSC							
Arise	Fee	Jeanine Lytes	N/A	N/A	N/A	52	\$2		
		Memo: Service Fee Discount for 7 ACPs in VSC							
Arisc	Fee	Jeanine Lyles	N/A	N/A	N/A	\$-19.75	\$-19.75		
	Memo: Service Fo				1.12.6	4 13175	W 1.7110		
Arisc	Fee	matt rice	N/A	N/A	N/A	\$-19.75	\$-19.75		
	Memo: Service In		13171	13.0	DVA	Φ-15.75	D-IX'I		
	Fee	matt rice	5114	2-14	N1/A	dio.	EQ.		
Arisc		man rice be Discount for 7 ACPs	N/A th VSC	N/A	N/A	\$2	\$2		
					5015		0.0000		
Arise	Fee Memo: Service In	Monica Robinson	N/A	N/A	N/A	\$-19.75	S-19.75		
	Memo: Service P	ee							
Arise	Fee	Monica Robinson	N/A	N/A	N/A	\$2	\$2		
	Memo: Service 1/6	ee Discount for 7 ACPs	s in VSC						
Arise	Fcc	Sara Morea	N/A	N/A	N/A	\$2	\$2		
	Memo: Service Fo	ee Discount for 7 ACPs	s in VSC						
Arise	Fcc	Sara Morea	N/A	N/A	N/A	S-19.75	5-19.75		
	Memor Service F	ce							
Arisc	Fee	teresa horton	N/A	N/A	N/A	52	\$2		
		ee Discount for 7 ACPs		eren t	1000te e 6				
Arise	Fee	teresa horton	N/A	N/A	N/A	\$-19.75	\$-19.75		
MISC	TCC	terena norman	13073	197.60	NIT	0-13-13	φ-13/33		